

# **EXHIBIT 3**



FILED IN DISTRICT COURT  
OKLAHOMA COUNTY

IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

MAY 23 2019

RICK WARREN  
COURT CLERK  
38\_\_\_\_\_

STEVE WILLIAMS, )

Plaintiff, )

vs. )

CASE NO. CJ-2019-1005

NATIONWIDE MUTUAL )  
INSURANCE COMPANY d/b/a )  
NATIONWIDE E&S SPECIALTY )  
INSURANCE COMPANY, )

Defendant. )

**FIRST AMENDED PETITION**

COMES NOW the Plaintiff, STEVE WILLIAMS, and for his claims against the defendant, alleges and states as follows:

1. The plaintiff is a resident of Oklahoma County.
2. The defendant, NATIONWIDE MUTUAL INSURANCE COMPANY d/b/a/ NATIONWIDE E&S SPECIALTY INSURANCE COMPANY, (hereinafter "Nationwide") is a corporation authorized to provide insurance in the State of Oklahoma. Service can be obtained on Defendant Nationwide by serving Oklahoma Insurance Commissioner, 3625 N.W. 56<sup>th</sup> Street, Suite 100, Oklahoma City, OK.

**JURISDICTION AND VENUE**

3. Jurisdiction is proper in the State of Oklahoma because Defendant Nationwide is a corporation licensed to provide insurance in the State of Oklahoma.
4. Venue is proper in The District Court of Oklahoma County in that the acts that are the subject of this petition took place in Oklahoma County, State of Oklahoma.

**FACTS**

5. On or about September 19, 2017, plaintiff's property at 3600 N.W. 58<sup>th</sup> Street in Oklahoma City, OK was damaged by wind and hail damage during a storm.

6. The Plaintiff had in full force and effect a policy of insurance with Nationwide which covered plaintiff's property and therefore is in a contractual relationship with the Defendant and is an express beneficiary of such insurance policy.

7. The plaintiff has made a claim for property loss to the defendant and that benefits are due under the policy.

8. Defendant has unreasonably failed to pay under the terms of the policy and in doing so is in breach of contract.

9. Defendant has failed to honor the terms of its policy and has failed and refused to participate in the appraisal provision of its policy, has tortuously breached its contract with the plaintiff and is in bad faith.

10. Defendant has wrongfully and unreasonably denied plaintiff's claim. Defendant has failed to properly investigate plaintiff's claim and has committed bad faith.

WHEREFORE, the plaintiff prays for judgment against the defendant for actual damages in excess of the amount required for diversity jurisdiction pursuant to Section 1332 of Title 28 of the United States Code, together with interest, attorney fees, costs of this action, compensatory damages for mental suffering and distress, and such other relief as this Court shall deem just and proper.

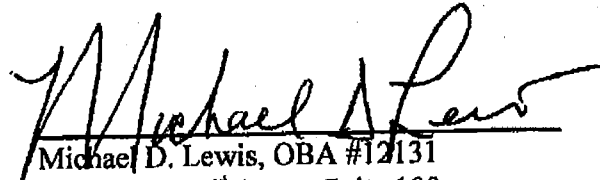
FURTHER, pursuant to 23 O.S. § 9.1 (B) and because the acts and omissions of the defendant represent a total disregard for the rights of the plaintiff, and defendant's conduct was malicious, oppressive or fraudulent. Plaintiff prays for and is entitled to judgment against the defendant for exemplary/punitive damages.

**ATTORNEYS' LIEN CLAIMED**

**JURY TRIAL DEMANDED**

Respectfully submitted,

LAW OFFICES OF MICHAEL D. LEWIS

A handwritten signature in black ink, appearing to read "Michael D. Lewis", is written over a horizontal line.

Michael D. Lewis, OBA #12131  
6116 N.W. 63<sup>rd</sup> Street, Suite 100  
Oklahoma City, OK 73132  
Telephone: (405) 720-2225  
Facsimile: (405) 848-6834  
ATTORNEY FOR PLAINTIFF